



PATENT

Attorney Docket No. 09282.0048-00
SAP Reference No. 2003P00354US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
Andreas MAU) Group Art Unit: 3694
)
Application No.: 10/619,748) Examiner: Gottschalk, Martin A.
)
Filed: July 15, 2003) Confirmation No.: 7407
)
For: REAL-TIME BENEFITS SERVICE)
MARKETPLACE)

Mail Stop Appeal Brief-Patents

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

APPEAL BRIEF UNDER BOARD RULE § 41.37

In support of the Notice of Appeal filed July 9, 2007, and further to Board Rule 41.37, Appellant presents this brief and enclose herewith the fee of \$500.00 required under 37 C.F.R. § 1.17(c). This Appeal Brief is being timely filed on or before one month from the August 27, 2007 mailing date of a Notice of Panel Decision from Pre-Appeal Brief Review, indicating that this application remains under appeal.

This Appeal Brief responds to the Final Office Action mailed February 9, 2007, which finally rejected claims 31-58.

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TABLE OF CONTENTS

I.	Real Party in Interest	3
II.	Related Appeals and Interferences.....	4
III.	Status of Claims.....	5
IV.	Status Of Amendments.....	6
V.	Summary of Claimed Subject Matter	7
VI.	Grounds of Rejection	12
VII.	Argument	14
VIII.	Claims Appendix.....	22
IX.	Evidence Appendix	31
X.	Related Proceedings Appendix.....	32

I. **Real Party in Interest**

The real party in interest is SAP AG, the assignee of record.

II. Related Appeals and Interferences

There are currently no other appeals or interferences, of which Appellant, Appellant's legal representative, or assignee are aware, that will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

III. Status of Claims

Claims 31-58 are pending in this application. The final rejection of claims 31-58 is being appealed, and a list of the claims on appeal is found in the attached Claims Appendix.

IV. Status Of Amendments

Appellant's proposed claim amendments submitted in the Amendment After Final, filed on May 9, 2007, in response to the Final Office Action mailed February 9, 2007, were refused entry by the Examiner in the Advisory Action mailed May 31, 2007. Claims 31-58 in the Claims Appendix reflect the non-entry of the proposed claim amendments.

V. Summary of Claimed Subject Matter

A. Independent Claim 31

The subject matter set forth in independent claim 31 relates to a computer-implemented method for providing a distributed service marketplace. Page 27, lines 2-7. The method comprises receiving, from a user, requirements for services. Page 11, lines 7-10; Fig. 2, ref. 105.¹ The method further comprises electronically preparing a search message including the requirements for services. Page 11, lines 13-15; Fig. 2, ref. 107. The method further comprises transmitting the search message to one or more service providers. Page 11, lines 16-19; Fig. 2, ref. 108. The method further comprises automatically receiving bids from the one or more service providers that satisfy the requirements for services. Page 12, lines 10-12; Fig. 2, refs. 114 and 115. The method further comprises sorting the received bids based on criteria selected by the user. Page 12, line 21 to page 13, line 3. The method further comprises automatically selecting a best bid from the received bids based on the sorting. Page 13, lines 4-6; Fig. 2, ref. 116. The method further comprises automatically transmitting a contract document to the service provider associated with the best bid. Page 13, lines 6-13; Fig. 2, ref. 117. The method further comprises automatically receiving the contract document from the service provider associated with the best bid. Page 14, lines 12-13; Fig. 2, ref. 123. The contract document includes a status of at least one of accepted, rejected, and amended. Page 23, lines 1-8; Fig. 2, refs. 120 and 121.

¹ The citations to the specification and drawings should not be interpreted as indicating that the claims are limited to any of the embodiments and examples set forth in the specification and/or drawings. Moreover, these citations are not necessarily exhaustive.

B. Independent Claim 44

The subject matter set forth in independent claim 44 relates to a computer-readable medium that store executable instructions for providing a distributed service marketplace. Page 27, lines 2-14. The instructions cause one or more processors to receive, from a user, requirements for services. Page 11, lines 7-10; Fig. 2, ref. 105. The instructions further cause the processors to prepare a search message including the requirements for services. Page 11, lines 13-15; Fig. 2, ref. 107. The instructions further cause the processors to transmit the search message to one or more service providers. Page 11, lines 16-19; Fig. 2, ref. 108. The instructions further cause the processors to receive bids from the one or more service providers to satisfy the requirements for services. Page 12, lines 10-12; Fig. 2, refs. 114 and 115. The instructions further cause the processors to sort the received bids based on criteria selected by the user. Page 12, line 21 to page 13, line 3. The instructions further cause the processors to automatically select a best bid from the received bids based on the sorting. Page 13, lines 4-6; Fig. 2, ref. 116. The instructions further cause the processors to automatically transmit a contract document to the service provider associated with the best bid. Page 13, lines 6-13; Fig. 2, ref. 117. The instructions further cause the processors to automatically receive the contract document from the service provider associated with the best bid. Page 14, lines 12-13; Fig. 2, ref. 123. The contract document includes a status of at least one of accepted, rejected, and amended. Page 23, lines 1-8; Fig. 2, refs. 120 and 121.

C. Independent Claim 57

The subject matter set forth in independent claim 57 relates to a system for providing a distributed service marketplace. Page 27, lines 2-7. The system comprises an Enterprise Resource Planning (ERP) system to manage service information for a user. Page 3, lines 15-19. The system further comprises one or more computers to manage information for one or more service providers. Page 3, lines 19-20. At least one computer is configured to receive, via the ERP system, requirements for services for the user. Page 11, lines 7-10; Fig. 2, ref. 105. The computer is further configured to prepare a search message including the requirements for services. Page 11, lines 13-15; Fig. 2, ref. 107. The computer is further configured to transmit the search message, via a network, to the one or more of the computers managing information for the one or more service providers. Page 11, lines 16-19; Fig. 2, ref. 108. The computer is further configured to receive, via the network, bids to satisfy the requirements for services from the one or more computers. Page 12, lines 10-12; Fig. 2, refs. 114 and 115. The computer is further configured to sort the received bids based on criteria selected by the user. Page 12, line 21 to page 13, line 3. The computer is further configured to automatically select a best bid from the received bids based on the sorting. Page 13, lines 4-6; Fig. 2, ref. 116. The computer is further configured to automatically transmit a contract document to the service provider associated with the best bid. Page 13, lines 6-13; Fig. 2, ref. 117. The computer is further configured to automatically receive the contract document from the service provider associated with the best bid. Page 14, lines 12-13; Fig. 2, ref. 123. The contract document includes a

status of at least one of accepted, rejected, and amended. Page 23, lines 1-8; Fig. 2, refs. 120 and 121.

D. Independent Claim 58

The subject matter set forth in independent claim 31 relates to a system for providing a distributed service marketplace. Page 27, lines 2-7. The system comprises one or more computers managing information for one or more service providers. Page 3, lines 19-20. The system further comprises an Enterprise Resource Planner (ERP) to manage service information for a user. Page 3, lines 15-19. The ERP is configured to obtain requirements for services. Page 11, lines 7-10; Fig. 2, ref. 105. The ERP is further configured to prepare a search message including the requirements for services. Page 11, lines 13-15; Fig. 2, ref. 107. The ERP is further configured to transmit, via a network, the search message to the one or more computers. Page 11, lines 16-19; Fig. 2, ref. 108. The ERP is further configured to receive, via the network, bids to satisfy the requirements from the one or more computers. Page 12, lines 10-12; Fig. 2, refs. 114 and 115. The ERP is further configured to sort the received bids based on criteria selected by the user. Page 12, line 21 to page 13, line 3. The ERP is further configured to automatically select a best bid from the received bids based on the sorting. Page 13, lines 4-6; Fig. 2, ref. 116. The ERP is further configured to automatically transmit a contract document to the service provider associated with the best bid. Page 13, lines 6-13; Fig. 2, ref. 117. The ERP is further configured to automatically receive the contract document from the service provider associated with the best bid. Page 14,

lines 12-13; Fig. 2, ref. 123. The contract document includes a status of at least one of accepted, rejected, and amended. Page 23, lines 1-8; Fig. 2, refs. 120 and 121.

VI. Grounds of Rejection

A. Claims 31, 32, 39, and 42 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over E-Benefits Inc. website ("*E-Benefits*") in view of U.S. Publication No. 2002/0049642 to Moderegger et al. ("*Moderegger*").

B. Claim 33 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger* and U.S. Publication No. 2002/0023212 to Proudler ("*Proudler*").

C. Claims 34-36 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger* and MacSweeny, Gregory, "Billing System Drives Cross-Sell Efforts," Insurance & Technology, June 2003, Vol. 28, Issue 6, p. 23 ("*MacSweeny*").

D. Claims 37 and 38 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger*, *MacSweeny*, and Singerman, Frederic S., "The Impact of the Electronic Signatures Act on Plan Administration," Journal of Pension Benefits: Issues in Administration, Autumn 2000, Vol. 8, Issue 1, pp. 3-8 ("*Singerman*").

E. Claims 40 and 41 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger* and U.S. Publication No. 2003/0229522 to Thompson et al. ("*Thompson*").

F. Claim 43 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger* and Tomsen, Mai-lan, "Killer Content: Strategies

for Web Content and E-Commerce," Addison Wesley Longman, Inc., Reading, Massachusetts, April, 2000, pp. 13, 129-133, and 177-180 ("*Tomsen*").

G. Claims 44-58 stand rejected for substantially the same reasons as claims 31-43.

VII. Argument

A. **Rejection of Claims 31, 32, 39, and 42 under 35 U.S.C. § 103(a)**

Appellant respectfully traverses the rejection of claims 31, 32, 39, and 42 under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger*, because a *prima facie* case of obviousness has not been established.

To establish a *prima facie* case of obviousness, the prior art reference (or references when combined) must teach or suggest all the claim limitations. See M.P.E.P. § 2142, 8th Ed., Rev. 5 (August 2006). Moreover, “in formulating a rejection under 35 U.S.C. § 103(a) based upon a combination of prior art elements, it remains necessary to identify the reason why a person of ordinary skill in the art would have combined the prior art elements in the manner claimed.” USPTO Memorandum from Margaret A. Focarino, Deputy Commissioner for Patent Operations, May 3, 2007, page 2.

A *prima facie* case of obviousness has not been established because, among other things, the prior art, taken alone or in proper combination, fails to teach or suggest each and every element of Appellant’s claims.

Independent claim 31 recites a combination of features including, for example, “the contract document includes a status of at least one of accepted, rejected, and amended.” The Examiner acknowledges that the primary reference, *E-Benefits*, fails to disclose much of the elements of claim 31, including the above-quoted feature of providing a “status” in the “contract document.” See Final Office Action, pp. 4-5. However, the Examiner argues that paragraphs 0036 and 0057 of *Moderegger* disclose

the above-quoted feature of claim 31. See Final Office Action, p. 5. Appellant respectfully disagrees.

The Examiner apparently considers the “contract” of *Moderegger* as corresponding to Appellant’s “contract document” recited in claim 31. See Final Office Action, p. 4. The Examiner further considers *Moderegger*’s “awarding of a contract” and the statement that the “contract has been awarded” as a teaching of “a status of . . . accepted,” as recited in claim 31. See Final Office Action, p. 5. Assuming *arguendo* that the Examiner’s characterization of *Moderegger* is correct, which Appellant does not concede, *Moderegger* does not teach that “the contract document includes a status,” as recited in claim 31 (emphasis added).

Moderegger teaches that “the bid prices . . . that were accepted in the awarding of a contract . . . [are] loaded onto the database.” *Moderegger*, para. 0036. Furthermore, the database in *Moderegger* contains a “price description field [which] includes . . . whether the bid was accepted.” *Moderegger*, para. 0036. Contrary to Appellant’s claims, *Moderegger* does not teach or suggest that the “status” (e.g., accepted) is included in the “contract document” itself. Therefore, *Moderegger* fails to teach or suggest “the contract document includes a status of at least one of accepted, rejected, and amended,” as recited in claim 31 (emphasis added). Accordingly, *Moderegger* does not cure the deficiencies of *E-Benefits*.

For at least the reasons set forth above, *E-Benefits* and *Moderegger*, taken alone or in any proper combination, fail to teach or suggest all of the elements of claim 31. Therefore, a *prima facie* case of obviousness has not been established with respect to

claim 31. Furthermore, dependent claims 31, 39, and 42 are also allowable at least by virtue of their dependence from allowable base claim 31. Accordingly, Appellant respectfully requests that the Board reverse the Examiner's rejection of claims 31, 32, 39, and 42 under 35 U.S.C. § 103(a).

B. Rejection of Claim 33 under 35 U.S.C. § 103(a)

Appellant respectfully traverses the rejection of claim 33 under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger* and *Proudler*, because a *prima facie* case of obviousness has not been established.

Claim 33 is allowable at least by virtue of its dependence from claim 31, and because *Proudler* fails to cure the above-noted deficiencies of *E-Benefits* and *Moderegger*.

Claim 33 is allowable also because *Proudler* fails to teach or suggest each and every element recited in claim 33. Claim 33 recites "if the received contract document includes the status of rejected, then automatically selecting a next best bid from the received bids based on the sorting, and repeating the automatically transmitting and automatically receiving the contract document steps with the next best bid." The Examiner argues that *Proudler* teaches the above-quoted features of claim 33. See Final Office Action, p. 7. Appellant respectfully disagrees.

Although *Proudler* may teach rejecting a contract, as the Examiner alleges, *Proudler* does not teach or suggest "automatically selecting the next best bid from the received bids," as recited in claim 33.

The Examiner argues that “repeating the automatically transmitting and automatically receiving the contract document steps with the next best bid,” as recited in claim 33, is obvious as duplication of steps in view of *In re Harza*, 274 F.2d 669, 124 USPQ 378 (CCPA 1960). See Final Office Action, p. 8. However, the Examiner misapplies *In re Harza* to the present claims. First, *In re Harza* applies to duplication of parts, not duplication of steps. Second, the above-quoted recitation of claim 31 is not mere duplication of steps. The first “transmitting” and “receiving” steps occur with the best bid. The second (and subsequent) “transmitting” and “receiving” steps occur with the next best bid. Accordingly, these steps are distinct and are not mere duplications. Moreover, “automatically selecting the next best bid from the received bids,” is a step that did not occur before and, therefore, is not a repeat or duplication of a previous step.

For at least the reasons set forth above, *Prouder* fails to teach or suggest “if the received contract document includes the status of rejected, then automatically selecting a next best bid from the received bids based on the sorting, and repeating the automatically transmitting and automatically receiving the contract document steps with the next best bid,” as recited in claim 33. Therefore, a *prima facie* case of obviousness has not been established with respect to claim 33. Accordingly, Appellant respectfully requests that the Board reverse the Examiner’s rejection of claim 33 under 35 U.S.C. § 103(a).

C. Rejection of Claims 34-36 under 35 U.S.C. § 103(a)

Appellant respectfully traverses the rejection of claims 34-36 under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger* and *MacSweeny*, because a *prima facie* case of obviousness has not been established.

Claims 34-36 depend from claim 31. As discussed above, *E-Benefits* and *Moderegger*, taken alone or in proper combination, fail to teach or suggest each and every element of claim 31. Therefore, claims 34-36 are allowable at least by virtue of their dependence from allowable claim 31, and because *MacSweeny* fails to cure the above-discussed deficiencies of *E-Benefits* and *Moderegger*. Accordingly, Appellant respectfully requests that the Board reverse the Examiner's rejection of claims 34-36 under 35 U.S.C. § 103(a).

D. Rejection of Claims 37 and 38 under 35 U.S.C. § 103(a)

Appellant respectfully traverses the rejection of claims 37 and 38 under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger*, *MacSweeny*, and *Singerman*, because a *prima facie* case of obviousness has not been established.

Claims 37 and 38 depend from claim 31. As discussed above, *E-Benefits* and *Moderegger*, taken alone or in proper combination, fail to teach or suggest each and every element of claim 31. Therefore, claims 37 and 38 are allowable at least by virtue of their dependence from allowable claim 31, and because *MacSweeny* and *Singerman* fail to cure the above-discussed deficiencies of *E-Benefits* and *Moderegger*.

Accordingly, Appellant respectfully requests that the Board reverse the Examiner's rejection of claims 37 and 38 under 35 U.S.C. § 103(a).

E. Rejection of Claims 40 and 41 under 35 U.S.C. § 103(a)

Appellant respectfully traverses the rejection of claims 40 and 41 under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger* and *Thompson*, because a *prima facie* case of obviousness has not been established.

Claims 40 and 41 depend from claim 31. As discussed above, *E-Benefits* and *Moderegger*, taken alone or in proper combination, fail to teach or suggest each and every element of claim 31. Therefore, claims 40 and 41 are allowable at least by virtue of their dependence from allowable claim 31, and because *Thompson* fails to cure the above-discussed deficiencies of *E-Benefits* and *Moderegger*. Accordingly, Appellant respectfully requests that the Board reverse the Examiner's rejection of claims 40 and 41 under 35 U.S.C. § 103(a).

F. Rejection of Claim 43 under 35 U.S.C. § 103(a)

Appellant respectfully traverses the rejection of claim 43 under 35 U.S.C. § 103(a) as being unpatentable over *E-Benefits* in view of *Moderegger* and *Tomsen*, because a *prima facie* case of obviousness has not been established.

Claims 43 depends from claim 31. As discussed above, *E-Benefits* and *Moderegger*, taken alone or in proper combination, fail to teach or suggest each and every element of claim 31. Therefore, claim 43 is allowable at least by virtue of its dependence from allowable claim 31, and because *Tomsen* fails to cure the above-discussed deficiencies of *E-Benefits* and *Moderegger*. Accordingly, Appellant

respectfully requests that the Board reverse the Examiner's rejection of claim 43 under 35 U.S.C. § 103(a).

G. Rejection of Claims 44-58 under 35 U.S.C. § 103(a)

1. Independent claims 44, 57, and 58; and dependent claims 45 and 47-56

Appellant respectfully traverses the rejection of claims 44, 45, and 47-58 "for substantially the same reasons as . . . claims 31-43." Final Office Action, p. 14.

Independent claims 44, 57, and 58 recite, in part, "the contract document includes a status of at least one of accepted, rejected, and amended." Therefore, claims 44, 57, and 58, although difference in scope from claim 31, are allowable over the prior art for at least reasons similar to those stated above for claim 31. Furthermore, dependent claims 45 and 47-56 are allowable over the prior art at least by virtue of their dependence from allowable base claim 44. Accordingly, Appellant respectfully requests that the Board reverse the Examiner's rejection of claims 44, 45, and 47-58.

2. Dependent claim 46

Appellant respectfully traverses the rejection of claim 46 "for substantially the same reasons as . . . claim[] [33]." Final Office Action, p. 14.

Claim 46 is allowable at least by virtue of its dependence from allowable base claim 44. Furthermore, claims 46 recites "if the received contract document includes the status of rejected, then automatically selecting a next best bid from the received bids based on the sorting and repeating the automatically transmit and automatically receive the contract document steps with the next best bid." Therefore, claim 46,

although difference in scope from claim 33, is allowable over the prior art for at least reasons similar to those stated above for claim 33. Accordingly, Appellant respectfully requests that the Board reverse the Examiner's rejection of claim 46.

CONCLUSION

For the reasons given above, pending claims 31-58 are allowable and reversal of the Examiner's rejections is respectfully requested.

To the extent any extension of time under 37 C.F.R. § 1.136 is required to obtain entry of this Appeal Brief, such extension is hereby respectfully requested. If there are any fees due under 37 C.F.R. §§ 1.16 or 1.17 which are not enclosed herewith, including any fees required for an extension of time under 37 C.F.R. § 1.136, please charge such fees to our Deposit Account No. 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: September 27, 2007

By: Attorney 7/1/07: Reg No. 53,232
C. Gregory Gramenopoulos
for Reg. No. 36,532

VIII. Claims Appendix

1-30. (Canceled).

31. A computer-implemented method for providing a distributed service marketplace, the method comprising:

- receiving, from a user, requirements for services;
- electronically preparing a search message including the requirements for services;
- transmitting the search message to one or more service providers;
- automatically receiving bids from the one or more service providers that satisfy the requirements for services;
- sorting the received bids based on criteria selected by the user;
- automatically selecting a best bid from the received bids based on the sorting;
- automatically transmitting a contract document to the service provider associated with the best bid; and
- automatically receiving the contract document from the service provider associated with the best bid, wherein the contract document includes a status of at least one of accepted, rejected, and amended.

32. The method of claim 31, wherein if the received contract document includes the status of accepted, then the contract document further includes an electronic signature of the service provider associated with the best bid.

33. The method of claim 31, wherein if the received contract document includes the status of rejected, then automatically selecting a next best bid from the received bids based on the sorting and repeating the automatically transmitting and automatically receiving the contract document steps with the next best bid.

34. The method of claim 31, further comprising receiving, from the user, electronic payment for the services.

35. The method of claim 31, further comprising receiving requests for payment for the services from the service provider associated with the best bid.

36. The method of claim 35, further comprising:
receiving, from the user, electronic payment for the services; and
transmitting electronic payment for the services to the service provider associated with the best bid.

37. The method of claim 36, further comprising receiving a carrier receipt from the service provider associated with the best bid.

38. The method of claim 36, further comprising transmitting a carrier receipt to the user.

39. The method of claim 31, wherein the services comprise benefits including at least one of health care benefits, life insurance benefits, savings plans, stock option plans, pension plans, 401K plans, credit plans, flexible spending accounts, and claims processing for flexible spending accounts.

40. The method of claim 31, further comprising:
receiving, from the user, a request to change services; and
transmitting, to the service provider associated with the best bid, the request to change services.

41. The method of claim 31, further comprising:
receiving, from the user, a request to stop services; and
transmitting, to the service provider associated with the best bid, the request to stop services.

42. The method of claim 31, wherein the search message comprises networking requirements including at least one of memory specifications, operating system specifications, and type of task to be executed.

43. The method of claim 31, further comprising providing a reimbursement to each of the service providers that provided the bids.

44. A computer-readable medium that store executable instructions for providing a distributed service marketplace, the instructions causing one or more processors to:

- receive, from a user, requirements for services;
- prepare a search message including the requirements for services;
- transmit the search message to one or more service providers;
- receive bids from the one or more service providers to satisfy the requirements for services;

- sort the received bids based on criteria selected by the user;
- automatically select a best bid from the received bids based on the sorting;
- automatically transmit a contract document to the service provider associated with the best bid; and

- automatically receive the contract document from the service provider associated with the best bid, wherein the contract document includes a status of at least one of accepted, rejected, and amended.

45. The computer-readable medium of claim 44, wherein if the received contract document includes the status of accepted, then the contract document further includes an electronic signature of the service provider associated with the best bid.

46. The computer-readable medium of claim 44, wherein if the received contract document includes the status of rejected, then automatically selecting a next best bid from the received bids based on the sorting and repeating the automatically transmit and automatically receive the contract document steps with the next best bid.

47. The computer-readable medium of claim 44, wherein the instructions further cause a processor to receive, from the user, electronic payment for the services.

48. The computer-readable medium of claim 44, wherein the instructions further cause the machine to receive requests for payment for the services from the service provider associated with the best bid.

49. The computer-readable medium of claim 48, wherein the instructions further cause the machine to:

receive, from the user, electronic payment for the services; and

transmit electronic payment for the services to the service provider associated with the best bid.

50. The computer-readable medium of claim 49, wherein the instructions further cause a processor to receive a carrier receipt from the service provider associated with the best bid.

51. The computer-readable medium of claim 49, wherein the instructions further cause a processor to transmit a carrier receipt to the user.

52. The computer-readable medium of claim 44, wherein the services comprise benefits including at least one of health care benefits, life insurance benefits, savings plans, stock option plans, pension plans, 401K plans, credit plans, flexible spending accounts, and claims processing for flexible spending accounts.

53. The computer-readable medium of claim 44, wherein the instructions further cause a processor to:

receive, from the user, a request to change services; and

transmit, to the service provider associated with the best bid, the request to change services.

54. The computer-readable medium of claim 44, wherein the instructions further cause a processor to:

receive, from the user, a request to stop services; and

transmit, to the service provider associated with the best bid, the request to stop services.

55. The computer-readable medium of claim 44, wherein the search message comprises networking requirements including at least one of memory specifications, operating system specifications, and type of task to be executed.

56. The computer-readable medium of claim 44, further comprising providing a reimbursement to each of the service providers that provided the bids.

57. A system for providing a distributed service marketplace, the system comprising:

an Enterprise Resource Planning (ERP) system to manage service information for a user; and

one or more computers to manage information for one or more service providers, at least one computer configured to:

receive, via the ERP system, requirements for services for the user;

prepare a search message including the requirements for services;

transmit the search message, via a network, to the one or more of the computers managing information for the one or more service providers;

receive, via the network, bids to satisfy the requirements for services from the one or more computers;

sort the received bids based on criteria selected by the user;
automatically select a best bid from the received bids based on the
sorting;
automatically transmit a contract document to the service provider
associated with the best bid; and
automatically receive the contract document from the service provider
associated with the best bid, wherein the contract document includes a status of at least
one of accepted, rejected, and amended.

58. A system for providing a distributed service marketplace, the system
comprising:
one or more computers managing information for one or more service providers;
an Enterprise Resource Planner (ERP) to manage service information for a user,
the ERP being configured to:
obtain requirements for services;
prepare a search message including the requirements for services;
transmit, via a network, the search message to the one or more
computers;
receive, via the network, bids to satisfy the requirements from the one or
more computers;
sort the received bids based on criteria selected by the user;

automatically select a best bid from the received bids based on the
sorting;

automatically transmit a contract document to the service provider
associated with the best bid; and

automatically receive the contract document from the service provider
associated with the best bid, wherein the contract document includes a status of at least
one of accepted, rejected, and amended.

IX. Evidence Appendix

None.

X. Related Proceedings Appendix

None.